

ZB# 92-3

**George Aufiero /
John & Colleen Babcock**

19-4-57.1 & 103

Pullins

Feb. 10, 1992.
Motion to sched. P.H.

Fees: ① 50.00
② 250.00
Public Hearing!
March 9, 1992

CLPD (one involved)
Notified 2/27/92 -

(delivered
Notice faxed to by Jack)

Sentinel on 2/25/92. (PMB)

Need:

- ① Letter of auth. from George
Anglin, owner here
- ② Deed if here
- ③ Title Policy
- ④ Photo if here

Area Variance
Road Frontage

3/9/92. w/
condition

Add. Fees due
~~245.00~~
Cap. Fee Paid
Consultant Fees Pct.

#92-3- Aufiero, George / Babcock,
John T. & Colken

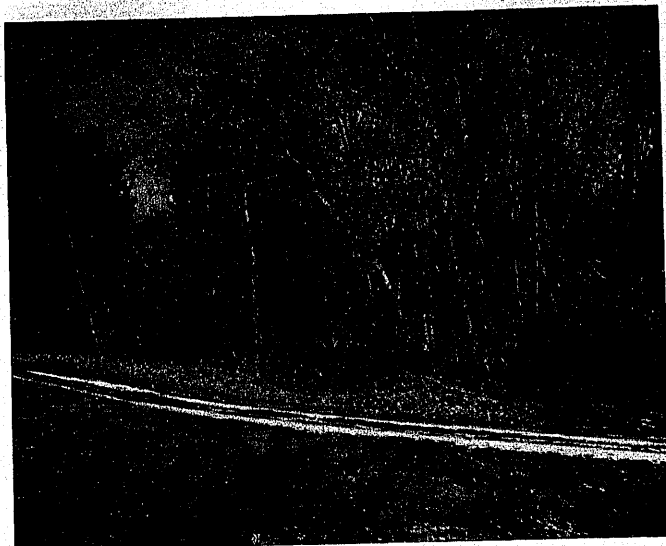


#99-3,





#92-3,



TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12620

Received of

Angela Babcock

\$ 50.00

For

Defty and
ZBA #92-3 Application Fee

00
100 DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
CR. 1850		\$ 50.00

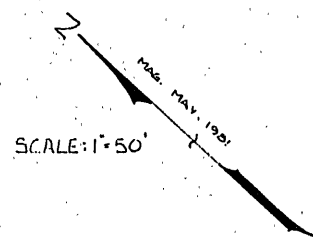
By

Pauline G. Townsend
es

Town Clerk

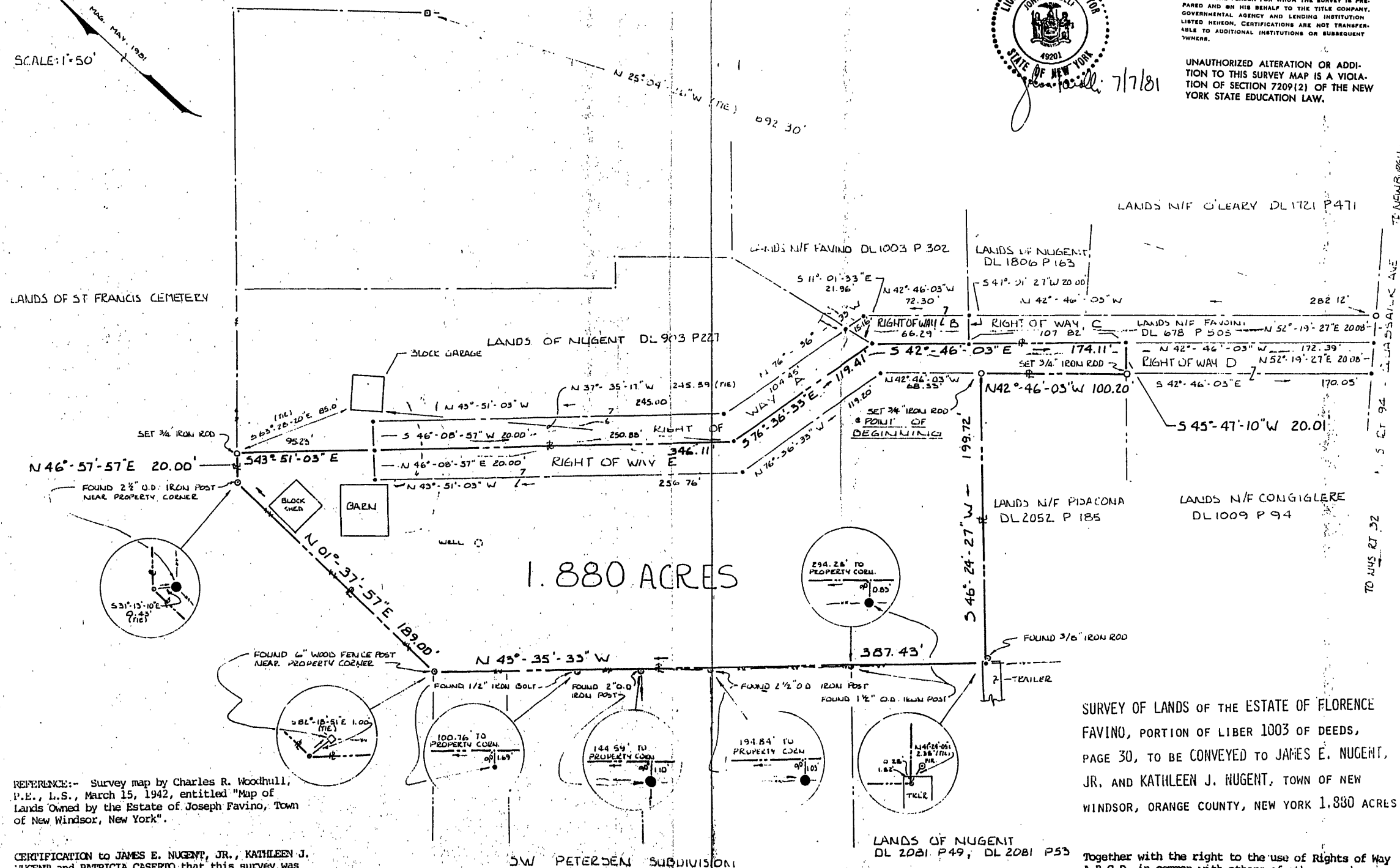
Title

Off 11-1-92
April 48



CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.



REFERENCE:- Survey map by Charles R. Woodhull, P.E., L.S., March 15, 1942, entitled "Map of Lands Owned by the Estate of Joseph Favino, Town of New Windsor, New York".

CERTIFICATION to JAMES E. NUGENT, JR., KATHLEEN J. NUGENT and PATRICIA CASERTO that this survey was prepared in accordance with the existing code of practice for land surveys adopted by the New York State Association of Professional Land Surveyors and is accurate to the best of my knowledge.

JOHN PETERSEN SUBDIVISION

PREPARED JUNE 1981 BY:- A. DIACHISHIN AND ASSOCIATES, P.C., CONSULTING ENGINEERS AND LAND SURVEYORS, NAPANOCH, NEW YORK.

SURVEY OF LANDS OF THE ESTATE OF FLORENCE FAVINO, PORTION OF LIBER 1003 OF DEEDS, PAGE 30, TO BE CONVEYED TO JAMES E. NUGENT, JR. AND KATHLEEN J. NUGENT, TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK 1.880 ACRES

Together with the right to the use of Rights of Way A,B,C,D, in common with others of other premises abutting thereon; subject to the right of the owners of the other premises along all or portions of Right of Way E, to the use thereof for all street purposes over the said Right of Way E.

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Cuifera Babcock

FILE # 92-3

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 *pd.*
 * * * * * *2/27/92 1850*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 *pd.*
2/27/92 1851

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE *2/10/92 - 11 pgs.* . . . \$ 49.50
 2ND PRELIM. MEETING - PER PAGE \$
 3RD PRELIM. MEETING - PER PAGE \$
 PUBLIC HEARING - PER PAGE *19 pages - 2/9/92* . . . \$ 85.50
 TOTAL \$ 135.00

ATTORNEY'S FEES:

PRELIM. MEETING-	<u>.4</u>	HRS.	\$	<u> </u>
2ND PRELIM.		HRS.	\$	<u> </u>
3RD PRELIM. <i>PH.</i>	<u>.3</u>	HRS.	\$	<u> </u>
FORMAL DECISION	<u>1.7</u>	HRS.	\$	<u> </u>
TOTAL HRS.		<u>2.4</u>	@ \$ <u>150.00</u>	PER HR.	\$ <u>360.00</u>
					TOTAL \$ <u>360.00</u>

MISC. CHARGES:

0 \$
 TOTAL \$ 495.00

LESS ESCROW DEPOSIT . . . \$ 250.00
 (ADDL. CHARGES DUE) . . . \$
 REFUND TO APPLICANT DUE . \$

NEW WINDSOR ZONING BOARD OF APPEALS

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

GEORGE AUFIERO and
JOHN T. BABCOCK, JR. and COLLEEN BABCOCK.

#92-3.

WHEREAS, GEORGE AUFIERO, residing at 24 Vermont Avenue, Newburgh, N. Y. 12550, owner, and JOHN T. BABCOCK, JR. and COLLEEN BABCOCK, residing at 23 Myrtle Avenue, New Windsor, New York 12553, contract purchaser, have made application before the Zoning Board of Appeals for 40 ft. street frontage variance to construct a single-family residential dwelling on a parcel of land consisting of tax lots 19-4-57.1 and 19-4-103 located adjacent to, and within, respectively, a right-of-way off Route 94 in an R-4 zone; and

WHEREAS, a public hearing was held on the 9th day of March, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicants appeared in behalf of themselves and also present with applicants was John T. Babcock, Sr., the father of one of the applicants, who spoke in support of the application; and

WHEREAS, the application was unopposed by three adjacent residents, namely, Patricia Kennedy, A. Catherine Plumstead and Eloise Bryan, all residents of Doral Drive who attended the hearing. Ms. Kennedy stated that she was concerned about the drainage in this area due to the many natural springs which flow from her property onto the vacant parcel in question. Ms. Kennedy and Ms. Plumstead expressed concern as to whether the vacant piece of land which is zoned R-4, single-family residential, would remain as such in view of the fact that some portion of the private road which leads up to this property is now zoned neighborhood commercial and both said neighbors conditioned their lack of opposition to the instant variance application upon the fact that this property be used only for residential purposes and not for commercial purposes; and

WHEREAS, the application, as so conditioned, was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the bulk regulations with regard to the street frontage in order to construct a single-family residential dwelling in an R-4 zone.

3. Applicant BABCOCK presented a letter of authorization from Applicant AUFIERO, owner of the parcel in question, giving the BABCOCK's authority to apply for the variance.

4. It appeared from evidence presented by the applicant that the premises which are the subject of this application actually consist of two contiguous tax lots, both in the same ownership. Tax lot 19-4-57.1 is a lot of some 34,000 sq. ft. which has no road frontage. The contiguous tax lot 19-4-103 is a strip of land 20 ft. wide by some 280 ft. long which fronts on Route 94 and provides road frontage for the two contiguous parcels as well as serving as part of a right-of-way in favor of other lands. (In addition the said lands have the benefit and the burdens of a certain Agreement regarding the right-of-way which is recorded in Liber 2214 of Deeds at Page 867).

5. The premises in question thus have only 20 ft. of street frontage where 60 ft. of street frontage are required. The evidence presented by the applicant indicated that the applicant had approached all the owners of adjacent land with street frontage on Route 94 and sought to purchase the additional 40 ft. of street frontage which the applicant requires. The applicant was unable to purchase the additional required 40 ft. of road frontage.

6. The evidence presented by the applicant showed that applicant would suffer significant economic injury from the application of the minimum street frontage bulk requirements to these lands because the strict application thereof would deprive applicant of virtually all use to which the property is reasonably adapted. The property has a large lot area of some 34,000 sq. ft. and, unless a variance is granted, it would be virtually valueless except to a neighbor who could expand yard space. Such a limited use of a large parcel of property clearly is uneconomic. The strict application of the street frontage requirement prevents this parcel from being a buildable lot. (This Board notes that the said lot is not able to qualify as a lot fronting on a private road.) Except for the deficiency in road frontage, the lot meets all other applicable bulk regulations for the R-4 zone.

7. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variance.

8. The requested variance is not substantial in relation to the required bulk regulations given the over all size of the lot in question.

9. The requested variance will not result in substantial detriment to adjoining properties, nor change the character of

the neighborhood.

10. The requested variance will produce no effect on the population density or governmental facilities.

11. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

12. The interest of justice would be served by allowing the the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 40 ft. street frontage variance sought by applicants in accordance with plan filed with the Building Inspector and presented at the public hearing, subject to the following conditions, which are made a part of and are specifically incorporated within this variance:

1. The land area incorporated within the present tax lots 19-4-57.01 and 19-4-103 must forever be held and owned by the same owner and the ownership of the said two tax lots must never be conveyed to two separate owners (except that tax lot 19-4-103 can be dedicated to the Town of New Windsor as a public street if the said town is willing to accept such dedication);

2. The land area incorporated within the present tax lot 19-4-57.1 must not be subdivided and must be used only for construction of one single-family residential dwelling, as is permitted by the present R-4 zoning, and must never be used for any commercial use; and, without limiting the generality of the foregoing, the said lands must never be used for any use permitted in the NC zoning district unless such use is also a permitted use in the R-4 zoning district at the present time;

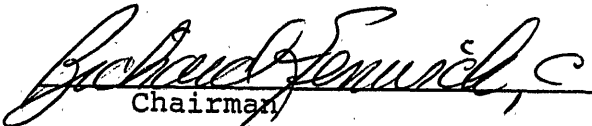
3. The land area incorporated within the present tax lot 19-4-103 must not be subdivided; and

4. The lands which fall within the description of the right-of-way contained in that certain Agreement recorded in the Orange County Clerk's Office in Liber 2214 of Deeds at Page 867 shall be subject to the burdens of said agreement, and shall also benefit from the rights contained in said agreement, which said burdens and benefits are unaffected by the granting of this variance.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: April 27, 1992.


Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE

92-3

Date: 2/27/92

I. Applicant Information:

- (a) GEORGE AUFIERO 24 VERMONT AVE NEWBURGH N.Y. 12550
(Name, address and phone of Applicant) (Owner)
- (b) JOHN T & COLLEEN BARBOCK 23 MYRTLE AVE NEW WINDSOR N.Y.
(Name, address and phone of purchaser or lessee) 12553
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-4 194 GUASSAICK AVE NEW WINDSOR 19-4-57.1 3400 SQ FT
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/C
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 5/5/87
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48/12, Table of USE / BULK Regs., Col. H.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*	<u>20 FT</u>	<u>40 FT</u>
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

(b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

IF THE VARIANCE IS NOT GRANTED AN ECONOMIC HARSHIP WILL RESULT FOR THE PROPERTY AS IS, COULD NEVER BE BUILT UPON. THE ADJACENT PROPERTY OWNERS WERE CONTACTED TO PURCHASE THE ADDITIONAL FRONTAGE WITH NO SUCCESS.

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size

signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☐ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copy(ies) of sign(s) with dimensions and location.
- ☒ Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR. 250.00
- ☒ Photographs of existing premises which show all present

X. Affidavit.

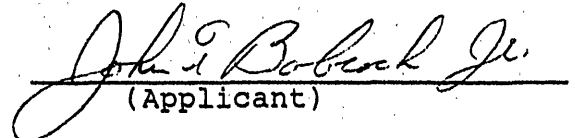
Date: 2/27/92

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.


(Applicant)

Sworn to before me this

27th day of February, 1993.

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993

(a) Public Hearing date: _____.

(b) Variance: Granted ☐ Denied ☐

(c) Restrictions or conditions: _____

_____.

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 3

Request of GEORGE AUFIERO/JOHN T. & COLLEEN BABCOCK
for a VARIANCE of
the regulations of the Zoning Local Law to
permit conformance of building lot with insufficient
street frontage;

being a VARIANCE of
Section 48-12 - Table of Use/Bulk Regs.-Col. H
for property situated as follows:

Lot located on private lane off Route 94 to the
rear of Benninger property, known and designated as
tax map Sec. 19 - Blk. 4 - Lot 57.1 & 103.

SAID HEARING will take place on the 9th day of
March, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

RICHARD FENWICK
Chairman

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

#92-3
Relin.
Feb. 14, 1992

DATE: 02/05/92

APPLICANT: GEORGE AUFIERO (owner)
24 Vermont Avenue
Newburgh, N.Y. 12550
BABCOCK, JOHN & COLLEEN (contract purchaser)
23 Myrtle Avenue, New Windsor, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 2/5/92
FOR (BUILDING PERMIT) 1

LOCATED ~~At~~ off private lane on Route 94 (adjacent to NW School)

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 19 BLOCK: 4 LOT: 57.1 & 103
Unimproved lot.

IS DISAPPROVED ON THE FOLLOWING GROUNDS: required street frontage 60 ft.
Applicant has 20 ft. - Variance request is 40 ft.


BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE <u>Residential</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE	<u>60 ft.</u>	<u>40 ft.</u>
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		

BABCOCK, JOHN & COLLEEN (contract purchaser)

23 Myrtle Avenue, New Windsor, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 2/5/92
FOR (BUILDING PERMIT) _____

LOCATED ~~at~~ off private lane on Route 94 (adjacent to NW School)

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 19 BLOCK: 4 LOT: 57.1 & 103
Unimproved lot.

IS DISAPPROVED ON THE FOLLOWING GROUNDS: required street frontage 60 ft.
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BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>Residential</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE <u>60 ft.</u>	<u>20 ft.</u>	<u>40 ft.</u>
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

914) 363-4630

CC: Z.B.A., APPLICANT, B.P. FILE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

- Name of Owner of Premises George Aufiero
Address 24 Vermont Ave., Newburgh Phone _____
Name of Architect _____
Address _____ Phone _____
Name of Contractor Purchaser: John T. & Colleen Babcock
Address 23 Myrtle Ave., N.Y. Phone 561-7422
State whether applicant is owner, lessee, agent, architect, engineer or builder contract purchaser
If applicant is a corporation, signature of duly authorized officer.

1. On what street is property located? On the W side of Rt. 94
and 500 ft feet from the intersection of Rt 94 / Union Ave.
(N.S.E. or W.)
2. Zone or use district in which premises are situated R-4 Is property a flood zone? Yes.....No. ☒
3. Tax Map description of property: Section 19 Block 4 Lot 271 & 103
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy NO b. Intended use and occupancy.....
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....
Removal..... Demolition..... Other.....
6. Size of lot: Front Rear 1 Depth 231.9 Front Yard..... Rear Yard 161.3 Side Yard.....
Is this a corner lot? No
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....
Number of bedrooms..... Baths..... Toilets.....

Hot Water

CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

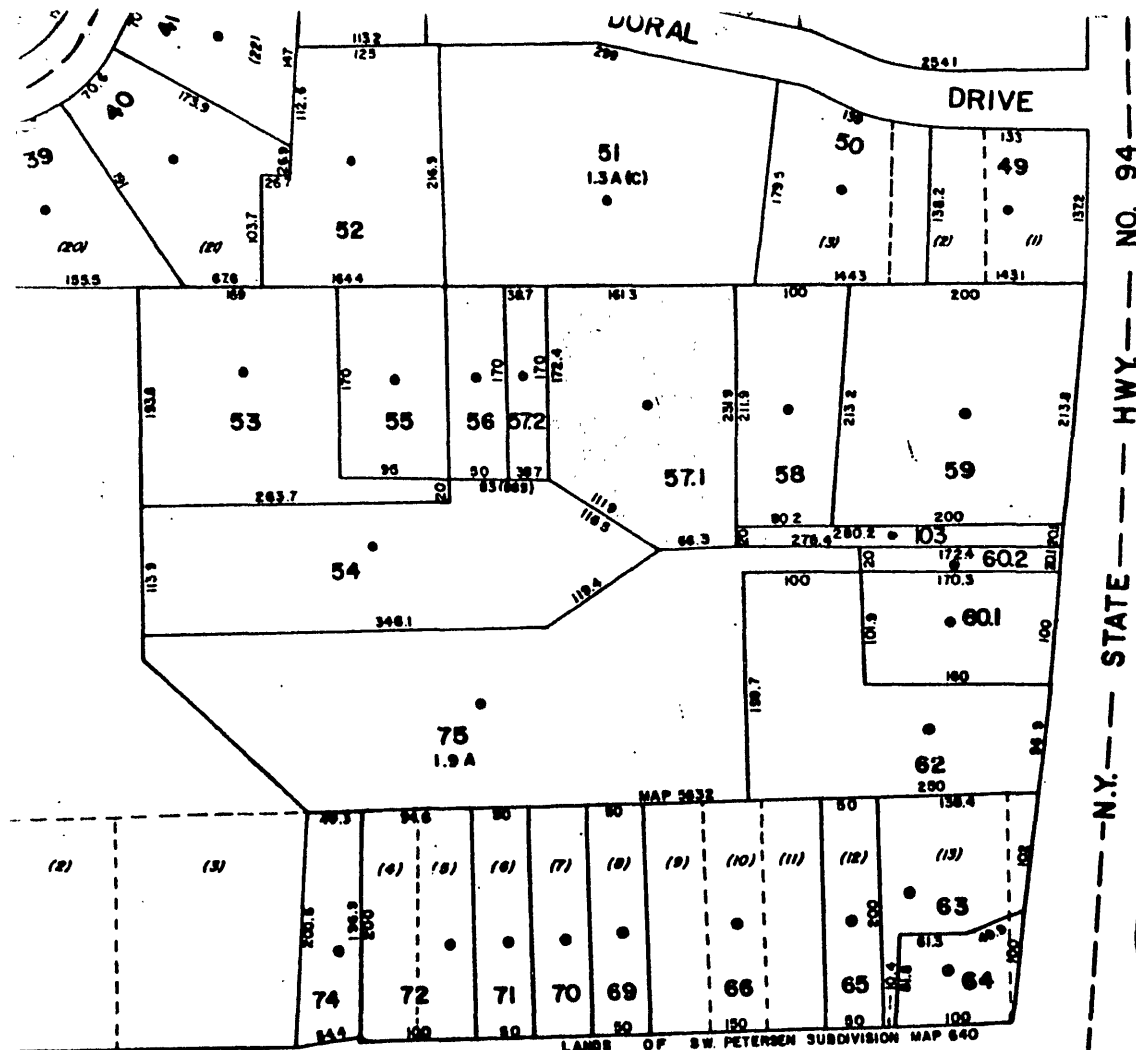
1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises George Aufiero
Address 24 Vermont Ave., Newburgh Phone _____
Name of Architect _____
Address _____ Phone _____
Name of Contractor/Purchaser Robert & Colleen Babcock
Address 23 Myrtle Ave., N.W. Phone 561-7422
State whether applicant is owner, lessee, agent, architect, engineer or builder contract purchaser
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the W side of Rt. 94
(N.S.E. or W.)
and 200 ft. feet from the intersection of Rt. 94 / Union Ave.
2. Zone or use district in which premises are situated R-4 Is property a flood zone? Yes _____ No ☒
3. Tax Map description of property: Section 19 Block 4 Lot 521 & 103
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy No b. Intended use and occupancy _____
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other _____
6. Size of lot: Front Rear 1 Depth 231.9 Front Yard _____ Rear Yard 161.3 Side Yard _____
Is this a corner lot? No
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee _____
(to be paid on this application)
11. School District Newburgh

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.



SECTION 20

NO. 94
HWY.
STATE
N.Y.

NO. 69

SECTION 22

ORANGE COUNTY~NEW YORK

TOWN OF NEW WINDSOR

Photo No: 14-31,32

Date of Map: 9-24-67

Date of Photo: 3-1-65

Date of Revision: 3-1-90

Scale: 1" = 100'

Section No. 19

ALL NEW WINDSOR SCHOOL DISTRICT
BALDWIN BRIDGE FIRE DISTRICT

SECTION 19 BLOCK 4 LOT 103 + 57.1

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

INTRINIA CASERTO
TO
GEORGE AUFIERO +
GEORGE E. AUFIERO

RECORD AND RETURN TO:
(Name and Address)

FEINMAN, GREER & KAVE P.C.
10 LITTLE BRITAIN RD.
NEWBURGH, N.Y. SUITE # 201

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 050261 DATE 5/5/87 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deerpark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highland
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor
TU50 Tuxedo
WL52 Walkkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh
PJ13 Port Jervis
9999 Hold

SERIAL NO. _____
Mortgage Amount \$ _____ CHECK ☐ CASH ☐ CHARGE ☐
Exempt Yes ☐ No ☐ MORTGAGE TAX \$ _____
Received Tax on above Mortgage TRANSFER TAX \$ 132.00
Basic \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____
RECORD. FEE \$ 17.00
REPORT FORMS \$ 5.00
CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 7th day of May 1987 at 10:41
O'Clock P.M. in Liberi/Film 2708
Deed at page 75 and examined.

Marion S. Murphy
County Clerk

RECEIVED
\$ 132.00
REAL ESTATE
MAY 7 1987
TRANSFER TAX
ORANGE COUNTY

4900303
USED BY LAWYERS ONLY

REF 2708 IC 76

northwesterly line of NYS Route 94 (aka Quassaick Avenue), with the northeasterly line of lands now or formerly Favino (Liber 678, Cp. 505); thence along lands now or formerly Nugent (Liber 2213, Cp. 1117), and lands now or formerly Nugent (Liber 2262 Cp. 635), and along the center of said 40 foot wide proposed street (reputed now to be a 40 foot wide right of way), N. 50-32-30 W. 66.29 feet and N. 18-48-00 W. 111.95 feet to a point; thence along lands now or formerly Keeler (Liber 1869 Cp. 496), N. 39-15-00 E. 172.43 feet to a point; thence along lands now or formerly Tomashavski (Liber 1884 Cp. 828), and along a stone wall, S. 50-45-00 East 161.28 feet to a point; thence along lands now or formerly Haysom (Liber 2275 Cp. 826), S. 39-15-00 W. 231.92 feet to the point or place of beginning.

SUBJECT to covenants, easements and restrictions of record, if any.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Patricia Caserio
PATRICIA CASERIO

LIBER 2708 PG 78

STATE OF NEW YORK, COUNTY OF DUTCHESS

On the 5 day of May 19 87, before me personally came PATRICIA CASERTO

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that duly executed the same.

Stephen E. Diamond
Notary Public

STEPHEN E. DIAMOND
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Aug. 31, 1988

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Margain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No.

PATRICIA CASERTO

TO

GEORGE AUFIERO and GEORGE E. AUFIERO

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

FEINMAN, GREHER & KAVE, P.C.
532 Blooming Grove Turnpike
Newburgh, NY 12550
TEN LITTLE BARKIN ROAD Zip No. 12550
NEWBURGH, N.Y. SUITE 201

Reserve this space for use of Recording Office.

LIBER 2708 PG 79

Date 3/16/92, 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550**

TO Frances Roth 369 Moores Hill Rd DR.
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
3/9/92		Zoning Board Meeting	75	00
		Miscellaneous - 2 pgs	9	00
		De. Dominicus 10 pgs	45	00
		Valentine 11 pgs	49	50
		Sciamauna 3 pgs	13	50
		Barbieri 3 pgs	13	50
		Outland Babcock 19 pgs	85	50
			<hr/>	
			241	00

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MR. TANNER AYE

MR. NUGENT AYE

MR. FENWICK AYE

AUFIERO/BABCOCK

~~Public Hearing~~

MR. FENWICK: Request for 40 ft. street frontage variance in order to establish a buildable lot off Route 94 in an R-4 zone.

Mr. Jack Babcock came before the board representing this proposal.

MR. JACK BABCOCK: I'm speaking on behalf of my son and daughter-in-law who's sitting here tonight. They're the contract purchasers of this piece of property. We come before the board we're seeking an area variance of 40 feet. Zoning regulations call for 60 feet frontage. We only have 20. Prior to zoning, the owners subdivided this piece of property and they gave consideration so that they didn't landlock the properties and they gave a strip of land 20 feet out to Route 94 or better known as Quassaick Avenue so that the property wouldn't be landlocked. This 20 feet now becomes the frontage for this lot which is 500 feet off of 94. If we would be able to use the lot frontage on the private road, then we wouldn't have to seek a variance at all. I spoke to Mike and in our preliminary meeting that's not allowable to use is the frontage of the property on a private road. If we were able to do this, there's a 177 feet of frontage on the private road. I would appreciate the board considering giving us that option of allowing us to use the frontage on the private road. If not, maybe some sort of a grandfather, can you grandfather us in, there's another parcel on the road that was given that consideration and I ask on behalf of my son and daughter-in-law to give us the same consideration. Without the variance, this would create an economic hardship for the piece of property in question. For it can never be built on unless someone else wanted to absorb it into the adjacent properties, this lot far exceeds the lot far exceeds the square footage under the existing zoning regulations of 15,000 square feet. The property is over 34,000 square feet, with water and with sewage. In an effort to alleviate the practical difficulties, we contacted the adjacent property owners to see if we can purchase the footage necessary so that we didn't have to obtain the variance and I have and I'll give you a letter we had Mr. Lease contact Dr.

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Benninger and Suan Balinsky (phonetic) from the Windsor Counseling to see if we could purchase properties from them that go out to 94 so we'd have the 60 feet which is required under the regulations and I'll give this to the secretary. Taking into consideration today's economic picture, and the size of the property which is more than twice the size of what's required under the regulations, in order to get a reasonable return for these properties, we seek the variance and without it this is what we would consider what is our practical difficulties in obtaining this variance.

MR. FENWICK: Do we have a letter from Aufiero that you represent?

MR. JACK BABCOCK: Yes, you have that on file.

MR. FENWICK: You just mentioned the letter and I'll I'll read the letter so it will be part of the record. Dear Sirs, this is reference to the letter as per Colleen Babcock's request. I have contacted James Nugent, Handyman Plumbing, Dr. Benninger and Susan Balinsky request purchase of additional lot width for the property known as 19-4-103 belonging to Aufiero. I have been turned down by each of these people. As a result, I cannot give you 60 feet of road frontage along Route 94 to comply with the zoning ordinance. As far as considering the footage or the frontage on the private road, you're here for the variance, might as well stay for the variance.

MR. JACK BABCOCK: I'm going to save the \$300.

MR. NUGENT: I think you ought to consider it.

MR. FENWICK: Let me read one more think into here just in case anybody's interested in you'll notice nobody in the County is. We have a letter from Orange County Department of Planning and Development and the comments are there are no significant intercommunity or county-wide concerns to bring to your attention. Signed by somebody, I can't read it.

MRS. BARNHART: R. Vincent Hammond, Deputy Commissioner.

MR. FENWICK: Questions from the members of the board?

MR. TORLEY: Just one, I'm assuming that this will only

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be a single family residence under no intention of further subdividing this piece of property?

MR. JACK BABCOCK: No, no we wouldn't, it will be single.

MR. LUCIA: That raises an issue I think the board had dealt with at the preliminary meeting. Since this actually comprises two separate tax lots which could be deeded off separately from each other, one of the conditions the board has discussed is if the variance is granted that it be conditioned upon these two tax lots being forever consolidated as a single building lot and could not ever be separately conveyed out. If the board so conditions your variance, is that agreeable to you as perspective purchasers?

MR. JACK BABCOCK: Yeah, well there's a lot of controversy over the road so I think down the road in the future we're going to have to consider doing something with the road and in conjunction with the Town. Depending on what the other neighbor is going to do I think we'll sit on it as it is but there's a possibility that that could become deeded to the Town.

MR. LUCIA: But short of dedicating the road to the Town, you would never have an intention of separately deeding the road from this lot?

MR. JACK BABCOCK: No, not at this point.

MR. LUCIA: Remain in the same ownership?

MR. JACK BABCOCK: Yes.

MR. TORLEY: If it ever became a town road you'd have road frontage.

MR. JACK BABCOCK: Little too late Larry. No, you're right.

MR. LUCIA: Is it your position that the significant economic injury that you have alledged for this parcel is as a result solely of the zoning ordinance?

MR. JACK BABCOCK: Yes.

MR. LUCIA: And does this particular deficiency in frontage deprive you as perspective purchaser or the

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existing owner for anything else the property could be used for?

MR. JACK BABCOCK: Can't be used for anything.

MR. LUCIA: Thank you very much that you for dropping off the copy of the deed. I notice that you have turned out some covenants and restrictions and easements. They were not completely spelled out. But to your knowledge, is there anything in those covenants, restrictions or easements which would prohibit these lots from being a building lot if the this board should grant you a variance?

MR. JACK BABCOCK: No.

MR. LUCIA: I have further questions.

MRL FENWICK: Anything else from the members of the board? At this time, we'll open it up to the public try to be brief, state your name and address.

CATHY PLUMSTED: I live at six Doral Drive. My property is behind this property although it does not touch it I have some very serious concerns since we've now been told that part of our part of that private road is commercial property. And we have Windsor Counseling on that property that was not made clear when Windsor Counseling was built. Therefore, I do not want to have that commercial line come up to my line and I'm very, very upset that it ever did happen and it isn't really your fault, Mr. Babcock but I'm here to put on record that I want stated specifically that that's not now and will not be considered commercial property.

MR. LUCIA: If I could just speak to your question for a moment. This is a different situation of Windsor Counseling. The only reason that went through was because the zoning district boundary line actually went through the lot that Windsor Counseling--

MRS. PLUMSTED: Somebody drew a line too thick but at the time the house was built, the commercial value of that property still was not, we still we had a vacant lot. They built a house the house was built then it was deemed commercial. Please understand that we've lived through this before in that neighborhood and that's why I'm here. Also we've had bad problem with

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runoff, the lot is very, very wet, all of our yards drain into your property and I hope you're aware of that and if you change that drainage system without either putting a drainage pipe or ditch or a drywell or something you're going to back all your water up on my lawn and I also want the board, the Zoning Board to realize that there's an impact on the neighborhood with this request.

MR. LUCIA: If I can just go back to the issue of Windsor Counseling first. It was not this board that determined that property--

MRS. PLUMSTED: I'm not finding fault with you I wanted you to know the nightmare we lived through. We didn't know the commercial line was going to come so close.

MR. LUCIA: The line did not move, it was a court decision on an Article 78 that deemed that could be commercial. It was not an action of this board. As far as the drainage that really is more of a Planning Board issue but it's a relevant concern to you as a neighbor. You said I think at first that the adjacent property drains towards this parcel,

MRS. PLUMSTED: If you look at the pitches of land, we're on a downhill slope in that area and it drains towards that road and specifically towards this piece of property.

PATRICIA KENNEDY: There's a pipe that goes through my stonewall that dumps right into that piece of property and it's been there for a 110 years. I live at 4 Doral Drive and my property backs up to that and would I like to ask something of the board. I want to see if I understand this clearly. If the piece of property that I live on backs up to this piece of property, what you're saying is all the way across the private road that Jim Nugent lives on becomes one consolidated piece. However, the thought occurs to me that the lot next to mine below me is NC which currently has a burned down house on it. Windsor Counseling is commercial, there's the chiropractor in the front of the other side of this lot, Handyman Plumbing in front of this lot, a bar, Cumberland Farms, a trailer park and three houses. Now, you don't have to be a rocket scientist to realize that I'm one of the few residential pieces of property touching that. So if

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this becomes one large lot, what's to prevent since the line I believe goes up to 2 Doral Drive on neighborhood commercial, what's to stop perhaps we do get a house, we had a house and we woke up one morning to a commercial piece of property. And what will stop that unless the Zoning Board says at this point no, yeah you can have your piece of property as one piece of property as a residential piece because I hate to say it but that's, my house is like the lone piece of residential property sitting next to that. Windsor Counseling touches my property at the lowest point. It wasn't built as a doctor's office now with 25 or 30 cars around it, lights on half the night but it was built as a house, it was built on residential piece of property. Now we've got a new residential piece of property which is currently surrounded by commercial property except for my house. I probably have the biggest stake in this besides Kellers and Nugents.

MR. FENWICK: The law says right now that this is an R4 piece of property and totally R4 piece of property there's no question about the piece of property that the house is going to be on, it's not a matter of what we say. The law already says so as far as the property line goes or the division line it goes through the middle of Windsor Counseling. It does not now go to the back line of Windsor Counseling it has not moved it does not move at all.

MR. KENNEDY: We didn't think it was moving before.

MR. FENWICK: You don't know what we have gone through on this board.

MRS. KENNEDY: We live there and you don't except for Jimmy.

MR. LUCIA: Mrs. Kennedy raised a very good point if we amalgamate these two tax lots, tax lot 103, presumably is in exactly the Windsor Counseling situation, it's part neighborhood commercial and part residential and her point is very well taken she's afraid that some future owner might try and bootstrap themselves into that type of situation and say I have exactly the same situation as Windsor Counseling did, if he's commercial I'm commercial.

MRS. KENNEDY: That's exactly what happened with Windsor Counseling.

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MR. FENWICK: I thought it had to be over 50 percent of the lot, that's where it came into play which this won't even be ten percent of the property.

MR. LUCIA: Windsor Counseling wasn't truly 50 percent.

MR. MIKE BABCOCK: I don't know whether she's seen the map but the piece of property that would be in NC is 20 foot wide and 200 foot long. It's a long, narrow strip that's part of the road. It's not something that somebody can build on.

MRS. KENNEDY: It comes up to the lot next to, I'll show you where my house is and I'm the only one left on this piece of property.

MR. MIKE BABCOCK: This is the lot we're talking about this lot has nothing to do with you.

MRS. KENNEDY: Excuse me.

MR. MIKE BABCOCK: This lot is separate from this lot.

MRS. KENNEDY: What we're talking about now is consolidating this, this is Windsor Counseling.

MR. MIKE BABCOCK: That's what we're saying, consolidate.

MRS. KENNEDY: Look what happens every piece of property that's touching this except for Bill Keller, well Jim is here and me are all commercial currently.

MR. MIKE BABCOCK: This is still residential, the line.

MRS. KENNEDY: This one right here is in the NC map.

MR. MIKE BABCOCK: The line is right here.

MRS. KENNEDY: So the lot below me is NC.

MR. MIKE BABCOCK: And always has been. This is not changing anything, always has been.

MRS. KENNEDY: Always has been NC I believe it was changed eight years ago to NC.

MR. FENWICK: First house in on 94.

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MR. LUCIA: 200 feet from 94 should be NC.

MR. FENWICK: Always been NC.

MRS. KENNEDY: This one wasn't completely and that's--

MR. MIKE BABCOCK: It was always Windsor Counseling and that's what was determined.

MRS. BARNHART: That's what the court told us.

MRS. KENNEDY: But the point is still that I am the only last residential piece and they're currently on every other.

MR. MIKE BABCOCK: They're going to build a residential house here.

MRS. KENNEDY: I hope they are waterwise because what Cathy was saying to you is all the natural springs that were kept here and if you look at an old topographical map this whole area is full of natural springs including our two pieces of property when you have a number of capped springs. A hundred and ten years ago they took those springs and brought them out to this piece of property and that's exactly where they go.

MR. MIKE BABCOCK: That's a different issue and that's something the board has to consider.

MRS. KENNEDY: You put a house on a vacant lot and it becomes an issue to me. My point still is these are all commercial. This one was not, it's now maybe the court determined that, but now we're going to have a very comparable situation, the same situation all over again or as what was his name, as deja vu again.

MR. MIKE BABCOCK: The court has determined this is where the line is right here, it can't be determined by these people.

MRS. KENNEDY: Now you're going to consolidate with the argument is well this is commercial, why can't that be, it's part of my lot.

MR. MIKE BABCOCK: The line is here and it's always going to be there. I understand what she's saying.

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MRS. KENNEDY: You wouldn't want to live on this and find out all of a sudden--

MR. MIKE BABCOCK: This particular application is not changing that, that's what I am saying to you.

MRS. KENNEDY: It could in effect.

MR. TORLEY: The other rule it has to be more than 50 percent of the, the property has to be in the commercial zone and this is the strip of the road. Now I suppose we do, we do have the power to state that this is a variance only if it continues as residential purpose.

MR. KONKOL: Variance is treated as R4 section.

MR. TORLEY: If it changes.

MR. LUCIA: After July 1st, we have the power to do it because you can condition variances under the new Town law that goes into effect July 1st. We could, I suppose, condition it in out subject to being challenged. I don't know how quickly the applicant intends to close on this property and build.

MR. JACK BABCOCK: As soon as we get the decision.

MR. FENWICK: We'll put the conditions on it now.

MR. TORLEY: If we put the conditions on it now and the applicant does not challenge it before July 1st can anybody else challenge it thereafter?

MR. MIKE BABCOCK: If anything was to change other than a single family dwelling, they'd have to come back in front of this board to do that without a doubt you gentlemen would have to look at this application again to change it. To put that condition on it's like putting a condition on that you can only build a house where a house is allowed to be built. I think that's what you're saying.

MR. FENWICK: I'm going back to the problem with Windsor Counseling is through whatever by making a wide road wide pencil mark down through the property they declared that it was more than 50 percent and it was a matter of who's pushing it we're not even talking about anything even close.

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MR. MIKE BABCOCK: One thing that came out of New Windsor Counseling we know from the courts where that line is now, there's no question where that line is where this was a question before.

MR. KONKOL: In addition to that Mike, when the original variance was given to the prior property it was given to John DiLorenzo and that's where the precedent started.

MR. MIKE BABCOCK: I understand what the lady is saying.

MR. KONKOL: It was originally given as a residence.

MR. TORLEY: Given the history I don't blame her for being concerned.

MR. LUCIA: We can impose the condition now whether or not it could ultimately be subject to challenge on the basis we did something that was without our power prior to July 1, 1992 is always an open question. It depends who challenges it and when.

MR. KONKOL: I don't think it's necessary. The original variance was given to DiLorenzo as a residential variance for the same condition these people are in for tonight.

MR. LUCIA: I don't think DiLorenzo got a variance, he just got a building permit.

MR. NUGENT: Just a building permit.

MR. KONKOL: How did he build on the road when he didn't have the frontage?

MR. NUGENT: He didn't.

MR. LUCIA: The issue was not raised at the time that he didn't have road frontage.

MR. NUGENT: That's exactly why Jack said what he said in the beginning of the statement.

MR. JACK BABCOCK: That's why I asked the board's consideration to give me the same courtesy you extended to Windsor Counseling.

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MR. MIKE BABCOCK: That was by the court.

MR. JACK BABCOCK: Originally John DiLorenzo when he got a building permit had no access or no frontage onto 94. And that he is why I was asking for the same consideration.

MR. LUCIA: It was not this board that gave him the consideration.

MRS. PLUMSTED: You do know the situation and therefore understand our concerns.

MR. FENWICK: He's very familiar with the situation. He was a member of this board when that was-- every concern that you brought up was in what we brought up before the courts and then some, many, many times over and it was I, there still isn't anybody on this board that knows what happened it was just that it got there and it was like we were never there. We have no idea what happened. It went against every tried and true test that this board had, the courts went against so that was completely just pulled out of our hands.

MR. KONKOL: They got the zone changed by law and right now they're in violation under the zone that they're from. Am I correct?

MR. BABCOCK: They have a building permit.

MR. KONKOL: They never come in for the variances that they do need.

MR. BABCOCK: I think I'll let the attorney answer that.

MR. KONKOL: They're in a neighborhood commercial now and they do require some variances and the building inspector did cite them and they went to court and the town attorney didn't represent us.

MRS. KENNEDY: That's our concern once it goes through that's it, there's nothing anybody seems to be able, everybody seems powerless once the condition has been made and that's what we're concerned about.

MR. FENWICK: Really not the same situation as much as you think it is.

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MRS. KENNEDY: Sure looks close to us.

MR. FENWICK: We were talking about a line that was 50 percent or 49 or 51, this is totally out of that situation, isn't even arguable here.

MRS. KENNEDY: This is a public forum then we have another issue with the water problem which I don't think comes up in a public hearing does it?

MR. FENWICK: Not for this board.

MRS. KENNEDY: Is it the Planning Board that has a public hearing?

MR. FENWICK: Probably not.

MRS. KENNEDY: So we bring it up here because this is our public forum and I don't think I want to wear hip boots every time I go down my basements stairs since my house has been there for 110 years.

MR. LUCIA: If I can answer a couple points. Windsor Counseling is not really something you can use as a precedent here. The end result of Windsor Counseling came about by virtue of a settlement between the Town of New Windsor and the owners or purchasers now owners of the New Windsor Counseling property. That settlement stipulation was ordered by the court so you cannot use that as having any precedent for the way this board views a zoning matter the way they would interpret where that zoning line actually runs. Essentially, the result that came about Windsor Counseling was a negotiated settlement which bore little relationship to the way zoning and planning matters are normally handled in this town. It was a settlement ordered by the court and that's the law for that case. It can't be changed at this point. As far as the drainage matters you've raised, they certainly are relevant concerns to you as an adjacent property owner. Presumably there's some concern to the applicant. You'll note at least from what we understand at this point you'll get notice of any public hearing before the Planning Board. However, you know if this board grants a variance that it is going to the Planning Board. You're always welcome to write to the Planning Board, send a copy to the Planning Board engineer, express your concerns. They must put

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your letter in the file so even though you may not have a public hearing of this nature at which to show up and complain, you can raise the issues and the Planning Board can deal with them as the Planning Board engineer can deal with them as they deem appropriate. So, you shouldn't leave here today feeling if the applicant gets his variance that you have a deaf ear has been turned to you. The Zoning Board does not have jurisdiction over site plan matters. Drainage is site plan issue. We can hear your concerns because it's something that's important to you as a neighbor but it's not a matter on which we can base zoning decision all by itself. It's a factor we can consider but in and of itself it's not enough to require this board to vote one way or the other on the zoning application.

MRS. KENNEDY: What happens then if they then become the owners of the road, I mean they're the owners of the road and you consolidate it into a residential area?

MR. LUCIA: When I said consolidated that was mistaken I did not intend that to mean that the owners would consolidate two tax lots into a single tax lot. They would remain one. What I intended is that the owner would agree that he'd never separately sell the road from this residential parcel. They would always have to be joined and the only thing that would effect that if the road is dedicated to the Town of New Windsor then it would be gone and we'd have the basic residential lots which clearly is in the R4 zone. Even after the the Windsor Counseling this lot certainly is R4.

MR. TORLEY: I do have a couple of questions regarding this now infamous road, what are the rights for other people on that road, if any?

MR. NUGENT: We all have rights of egress.

MR. TORLEY: Every property owner has the right over that?

MR. NUGENT: Right.

MR. LUCIA: There's a right-of-way agreement that I provided a copy to Jack I think there's a copy in the file. I had contributed to preparing that on behalf of Jim long before I represented the Zoning Board and I

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was bound at that point since Jim and his wife are clients of mine to protect their rights so they do in fact have rights over that road. And as kind of a gratuitous addition to that, there was a paragraph in there saying that since Jim and Kathleen Nugent have these rights there was a corresponding opposite side of the coin but I don't think at this point I can represent to you that everyone on that road has rights and in fact when Jack came in that's one of the things he ought to have his attorney check out.

MR. JACK BABCOCK: We're well aware to have that we're going to address that issue once we get variance.

MR. MIKE BABCOCK: They also own half of the road so I'm sure if they don't have the right to use it, things could change.

MR. NUGENT: We're seriously considering putting up a toll gate.

MR. LUCIA: This lot has always had access to 94. They may also have frontage over the corresponding other 20 feet of the 40 foot width right-of-way.

MR. FENWICK: Any other members have any comments? At this time, I'll close the meeting to the public and open it back up to the members of the board, comments, questions?

MR. TANNER: I understand her concerns as far as what happened with Windsor Counseling but I don't see how that situation can happen with this lot cause I think there's substantial differences between this situation and Windsor Counseling.

MR. TORLEY: I would still prefer even if it might even that the, if that aspect might be challenged to put a restriction that this has only been considered as residential lot.

MR. NUGENT: Only way you can look at it.

MR. TORLEY: I want to make sure because of that strip that gets you to 94 and with all the grief that Windsor Counseling has given us you would not challenge us on this but I'd like to have this in the record that we're considered strictly and solely as residential including that strip simply and access to your lot without any,

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without granting any commercial privileges to the lot.

MR. JACK BABCOCK: I can't do anything with a 20 foot width so I mean it's up to the board but I don't think it's necessary when it's already a buildable I don't think it's necessary.

MR. TORLEY: Your neighbors aren't concerned that you are going to try and do something underhanded, they're worried five or ten years from now if you sell the lot.

MR. KONKOL: No guarantee in New Windsor or anyplace.

MR. NUGENT: Better worry about me doing it, I have the other 20.

MR. FENWICK: Tax lot one or 37 is the only one that can be effected on this at all. And it's 27 foot wide by 200 foot long strip of property that's the only one and nothing can be--

MR. TORLEY: My point is not that we worry about that 20 foot strip but what logic says and what lawyers say are not necessarily the same thing which is why I want to make sure we have it on there. A lawyer is going to represent his clients' interests, somebody comes in who wants to try and insert a commercial zone his lawyer will try to represent his interests the best way he can if that means pointing to the strip that happens to be in the NC zone he will. I want to make sure.

MR. KONKOL: Why don't you make the motion to that effect.

MR. LUCIA: As I said, you can insert the condition in the variance motion if you choose. It's an open question whether it will be upheld but you can try whatever you can and go from there. Just before we have a motion, Mrs. Plumsted, are you opposed or in favor of the present variance application?

MRS. PLUMSTED: Really my biggest concern is to be very honest with you that we don't wake up one morning with the same nightmare we had before I want it to stay residential and any way you can empower that I would appreciate it.

MR. LUCIA: If that sort of condition is added by the board to their motion to grant a variance, would you

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then be in favor of granting a variance?

MRS. PLUMSTED: Yes, I'll feel more comfortable.

MR. LUCIA: Are you in favor or opposed to the present variance application, Mrs. Kennedy?

MRS. KENNEDY: I have a little problem with what exactly the variance is. I believe it's four houses on a private road that they're seeking a variance for.

MR. LUCIA: No, this particular, if you look at tax map it's best illustrated, this actually is two separate tax lots, there's a large lot that fronts off the private road which is tax lot 57.1 and the same owner the big one in the back backs up to yours then in addition to that, the owner also owns tax lot 103 which is the long 20 foot wide strip that provides access to the, which is actually the driveway.

MR. LUCIA: Half of the driveway because these are in the same ownership, this lot actually has 20 feet of frontage on Route 94 that's not enough to build a house. So when he's saying I need 60 feet of frontage will you grant me the variance, he's checked, he cannot buy 40 feet of the neighboring owners.

MRS. KENNEDY: This is to avoid the new Town ordinance that says you can only have four houses on a private road.

MR. LUCIA: In part it avoids it but he does have some road frontage not like it's completely landlocked piece and he has no way to get there except over a private road.

MRS. KENNEDY: There can no longer be any houses added or subtracted on any private road. I own this lot. We can no longer change the configuration of this because of that lot I understood that this was about that.

MR. LUCIA: It similar but not exactly the same issue because the idea is some frontage on 94 it's not just not enough so it's related and it's not related.

MRS. KENNEDY: Not to cast disperisons on attorneys, somebody's attorney did beat the Town Board out on the last one.

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MR. TORLEY: This is a lot on a private road but it's already existing.

MRS. KENNEDY: We understand that but my understanding is there couldn't be more than four houses on a private road.

MR. NUGENT: Wait a minute, don't start that.

MRS. KENNEDY: I'm not the one that brought up the variance.

MR. MIKE BABCOCK: If they were to subdivide that lot it would come into play.

MR. LUCIA: If I could just get Mrs. Kennedy's simple answer to my question. Are you in favor of or opposed to the present variance?

MRS. KENNEDY: Leaving it residential.

MR. LUCIA: Allow him to build on this lot with only 20 feet of frontage on 94 when 60 feet is required. He's asking for a variance to let him build so he's deficient 40 feet of road frontage.

MRS. KENNEDY: To build what, a house, a residence?

MR. LUCIA: Proposing to build a residence, that's correct.

MRS. KENNEDY: Am I opposed to the--

MR. LUCIA: Or maybe you have no position, that's up to you.

MRS. KENNEDY: I'm used to ten acres of woods out there. I don't really care as long as I don't wake up and find out my back yard is commercial.

MR. LUCIA: This board can't change the zoning and this lot certainly is zoned R4 even after the Windsor Counseling decision.

MR. TORLEY: I'd ask for help from you how we should rephrase the restrictions so they'd have the best chance or withstanding such a challenge.

MR. LUCIA: If I could have an answer from Mrs.

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Kennedy?

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MRS. KENNEDY: The answer is I have no opinion. I've sat here through, I didn't have dinner tonight so I could come and sit here. I have no opinion about what it becomes as long as I don't find out that it is commercial without some kind of public hearing and I've also found out something valuable that the Planning Board does not have public hearings or whatever.

MR. LUCIA: That's not true. The Planning Board does have public hearings on certain matters but this single application to build a residence normally would not have a public hearing.

MRS. KENNEDY: That's interesting.

MR. LUCIA: It's not town law. If you don't like it talk to the Town Board about amending it.

MR. TORLEY: Asking for some aid in how we can properly phrase this so we can try to take into account the concerns of the neighbors and it doesn't become commercial.

MR. NUGENT: Over my dead body.

MR. TORLEY: What would be the most appropriate way to phrase that?

MR. LUCIA: I suppose the way to do it is to tie the area variance and the use together so that you would move to grant an area variance subject to tax lots 57.1 and 103, I believe it's can always be conveyed together and never separated in ownership and also subject to the fact that on lot or on either lot but primarily on lot 57.1 that the property only be used for residential purposes.

MR. TORLEY: I would prefer to have that in the motion.

MR. KONKOL: I'll second it.

ROLL CALL:

MR. TORLEY	AYE
MR. KONKOL	AYE
MR. NUGENT	NO
MR. TANNER	AYE

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MR. FENWICK

AYE

MR. JACK BABCOCK: I have one question Dan, I, know that you put a condition on the property just if the Town so desires to take that piece for a Town road, you're saying that it can't be conveyed is what you're saying here?

MR. LUCIA: That's correct.

MR. BABCOCK: Other than for Town road purposes.

MR. TORLEY: I would move to amend that motion.

MR. JACK BABCOCK: I have no problem with it being residential but I have a problem with the 20 by 500 feet saying it could never be conveyed if the Town comes along.

MR. LUCIA: Add to it other than lot 103 being dedicated to the Town of New Windsor for road purposes.

MR. TORLEY: I make the amendment to the motion.

MR. KONKOL: I'll second it.

ROLL CALL:

MR. TORLEY AYE

MR. KONKOL AYE

MR. TANNER AYE

MR. FENWICK AYE

MR. NUGENT AYE

Date April 13, 1992

TOWN OF NEW WINDSOR.

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Daniel S. Lucia, Esq. DR.

343 Temple Hill Road, New Windsor, N.Y. 12553

DATE			CLAIMED		ALLOWED	
Apr 13	92	Legal services, ZBA attorney				
		Re: Sciamanna #91-32	150	00	150	00
		Barbieri #92-2	150	00	150	00
		Aufiero/Babcock #92-3	360	00	360	00
			—	—	—	—
		Totals	660	00	660	00
		<i>Richard J. Fennell, C</i>				

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

John T. & Colleen Babcock

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#92-3.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On February 27, 1992, I compared the 53 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
27th day of January, 1992.

Deborah Green
Notary Public
DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)



MARY MCPHILLIPS
County Executive

Rec'd.
ZBA 3/3/92.
(PAB)

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON Commissioner
VINCENT HAMMOND Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 4 92 M
County I.D. No. 19 / 4 / 57.1 / 103

Applicant George Aufiero/John Babcock

Proposed Action: Area Variance - 40' Street Frontage

State, County, Inter-Municipal Basis for 239 Review Within 500' of NYS Hwy. #94

Comments: There are no significant Inter-Community or Countywide concerns to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XXXX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

2/28/92

Date

Vincent Hammond
DEP- Commissioner

SINCE 1938

John J. Lease

R&F - ZBA.
3/9/92 -
Realtors®

313 Broadway, Newburgh, N.Y. 12550 914-565-2800

JOHN J. LEASE, SR.
JOHN J. LEASE, JR.
RICHARD F. LEASE

FAX 914-565-4133

Town of New Windsor
Zoning Board
Union Avenue
New Windsor, New York 12553

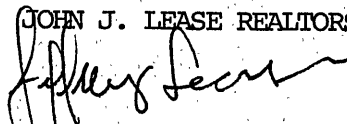
Dear Sirs:

As per Colleen Babcock's request I have contacted James Nugent, Handyman Plumbing, Dr. Benninger and Susan Ballinski, Windsor Counseling to request purchase of additional lot width for the property known as 19-4-103 belonging to George Aufierio.

I have been turned down by each of these people. As a result we cannot give you 60 feet of road frontage along Route 94 to comply with the zoning ordinance.

Sincerely yours,

JOHN J. LEASE REALTORS



Jeffrey Lease

3/9/92 Public Hearing - Aufiero/Babcock

Name: Address:

no oppose as long as it
remains residential
Resident only

Cathy Plumstead	- 6 Dorset Dr. New Windsor
Patricia Kennedy	4 Dorset Dr.
Gloria Bryant	2 Dorset Dr

Ref 3/9/92 -
ZBA -

February 7, 1992

Dear Sirs:

I, George Auferio, authorize John and Colleen Babcock to apply for a variance on my lot in New Windsor, tax map number Section 19, Block 4, Lots 57.1 and 103.

The purpose for said variance is for a buildable residential lot.

George E. Auferio
George Auferio

7 FEBRUARY 1992
Date

[illegible]

PRELIMINARY MEETING: AUFIERO/BABCOCK

MR. FENWICK: This is a request for 40 foot street frontage in order to conform to building lot regulations for unimproved parcel located on private lane off Route 94 (across from NW School) in an R-4 zone. (19-4-57.1 & 103).

Colleen Babcock and John Babcock came before the Board representing this proposal.

MRS. BABCOCK: I am Colleen Babcock, contract purchaser and John Babcock.

MR. NUGENT: I'm sure we all know where this lot is.

MR. FENWICK: We have a letter from George Aufiero.

I, George Aufiero, authorize John and Colleen Babcock to apply for a variance on my lot in New Windsor, tax map number Section 19 Bock 4 Lot 57.1 and 103. The purpose for said variance is for buildable residential lot.

Go ahead.

MRS. BABCOCK: We just were here to say we need 40 feet for road frontage and this is the picture of the property itself and is there anything else you need to know?

MR. FENWICK: What is the total frontage we're supposed to have?

MR. M. BABCOCK: Sixty.

MRS. BABCOCK: And we have 20.

MR. NUGENT: Mr. Chairman, since I am probably the most familiar with this piece of property, there is a road that goes up the hill is not considered part of the private road, I mean there is a road there that is, how we gain access to our piece of property up on top of the hill. That is not considered part of the private road?

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MR. M. BABCOCK: This piece that we're talking about here?

MR. NUGENT: My piece in other words on the opposite side.

MR. M. BABCOCK: I believe that the road now that you travel on is partially on this piece of property.

MR. NUGENT: That is not the question I asked. We're basing this on 60 foot frontage on this piece of property, although the property is wider than 100 foot.

MR. M. BABCOCK: Right.

MR. NUGENT: But there is another and I don't know how to explain it but there's a piece of road that runs up on this diagonal that this piece of property runs on that's there, I mean it's a usable piece of road.

MR. LUCIA: But it's not a public street.

MR. NUGENT: Neither is the other 40.

MR. TORLEY: But it touches the public street, the 20.

MR. NUGENT: Twenty (20) feet.

MR. M. BABCOCK: Right, the requirements in that zone is 60 feet. Do you have a map like this?

MR. NUGENT: Yes.

MR. M. BABCOCK: Their piece of property actually dogtails down to Route 94 and they have 20 feet on a public road. They are required to have 60.

MR. NUGENT: Forty (40) foot based on that only?

MR. M. BABCOCK: Based on that only.

MR. NUGENT: No frontage on the private road?

MR. M. BABCOCK: Private road never came into play. I don't know that it's a private road.

MR. FENWICK: This lot 103 and 57.1, this is the one piece we're talking about, that's correct.

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MR. M. BABCOCK: Actually it's two separate pieces of property but it's one.

MR. LUCIA: Mr. Aufiero owns 103 in fee subject to whatever rights others have to use it, is that correct?

MR. M. BABCOCK: Yes. I think that there is easements; I don't think it's a private road. As far as there is no map that shows private road as if you would build it today, you know and you can see that the road right now travels over the piece 103. We do have a map.

MR. FENWICK: Even with the easements, this piece of property is actually a separate tax lot. Is that what you're saying.

MR. M. BABCOCK: Right. But, you cannot get the road frontage on an easement, it has to be on an approved town road or an approved private road.

MR. TANNER: They have a deeded right-of-way over it or is it just --

MR. NUGENT: Yes.

MR. M. BABCOCK: Everybody and everybody's deeds throughout that whole area have right-of-ways, has a right over that property to get to their properties.

MR. FENWICK: The applicant will actually or the other fellow, Aufiero, they actually own this 103?

MR. M. BABCOCK: Yes.

MR. FENWICK: Outright own it?

MR. NUGENT: Pay taxes on it because I do on the other side.

MR. LUCIA: Subject to the rights of the people in the back to use it for ingress and egress.

MR. KONKOL: New Windsor Counselling which was DiLorenzo, did he have to get a variance that time, do you recall?

MR. NUGENT: I believe so. No, he didn't have any road

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frontage.

MR. M. BABCOCK: Right. As you gentlemen remember, they were in front of us for variances and got denied and that is when they appealed and the denial took place, I think, Dan probably could explain it better and the judge ruled for their approval so they weren't subject to any variances.

MR. KONKOL: Before them the original builder, DiLorenzo, did he have to get a variance? I don't recall him.

MR. NUGENT: Not that I recall.

MR. KONKOL: If he didn't have to get a variance, why should these people have to get a variance?

MR. LUCIA: That may have predated the private street section of the ordinance because that most recently was adopted May 25th of '89. I'm sure something preceded it.

MR. NUGENT: That house was built in '83.

MR. M. BABCOCK: It predated that.

MR. LUCIA: Some other street specification.

MR. M. BABCOCK: They did, I can tell you that, own lot 58, they did receive a building permit. I did all of that research at that time they received a building permit, right or wrong they received it. Whether they received a frontage, they did receive a building permit. By the time I worked here, it was built, C.O.'s and changed to New Windsor Counselling Group by the time I took office.

MR. NUGENT: But not C.O.'s

MR. M. BABCOCK: Not C.O.'s --

MR. J. BABCOCK: I have a question for the attorney. I'm John Babcock Sr. for the record. My question is New Windsor Counselling piece of property I don't know how they can issue a building permit on that because they are coming out on a piece of property that belongs to someone else. Originally, the piece of property the

way I understand it from Dr. Benninger and New Windsor Counselling was in fact one piece of property and the right-of-way was given 20 feet wide up to the piece that my daughter-in-law is interested in purchasing, the other side goes to another owner, Mr. Nugent, which he owns 20 feet to the half of that and this piece of property is the other 20 feet. My question is how can they get to me that would be more or less a landlocked piece of property coming out onto a taxable parcel of land which is part of this parcel that we are purchasing.

MR. LUCIA: My recollection is that this go back many years before I represented the Zoning Board of Appeals. Mr. Nugent bought a piece from Cacerto (phonetic) and at that time, I was representing the Nugents and there was a question on the use of this and I think in order to close that, we got a large agreement among all the then owners of that property and I assume including Dr. Benninger and whoever owned lot 38 at the time agreeing that they would all share and co-mutually use the right-of-way. So, I would assume that included lot 48 although at --

MR. NUGENT: She owned that to at that time, Cacerto at that time.

MR. LUCIA: Subsequently sold it off with lot 58.

MR. NUGENT: Excuse me 57, the one that is in question she owned also at the time.

MR. LUCIA: Then she was certainly a party to that agreement so that is how lot 58 got where it is to go over that 40 feet or 20 feet of the 40 feet right-of-way and the other 20 would have come from Nugent. That is my recollection but I remember doing an agreement among all the then property owners so they all have rights today.

MR. J. BABCOCK: Would that be in the deed?

MR. M. BABCOCK: If it's the building permit that they are acting under right now, that building permit was issued on an agreement, a settlement on a lawsuit.

MR. J. BABCOCK: We don't care about that but we'll paying taxes on the 20 feet by 500 of that so that is

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our question if it is a right-of-way or it is some agreement then it should come off the tax roles for this lot that we are in contract to purchase.

MR. M. BABCOCK: Somebody has to own it and somebody has to pay taxes on it, whether you or the adjoining neighbors, unless it's a town road, it's a taxable piece of property.

MR. J. BABCOCK: Well, we can straighten that out.

MR. LUCIA: The danger would be if you cease, you can cut off the rights the others have to use it if the town acquires it and it goes to a tax sale. But, if you're going to own it in fee, you'll need that. That is a traditional danger on any title road.

MR. M. BABCOCK: This is not something that happens today, you know, this is something that happened over the years and --

MR. J. BABCOCK: I think they want to understand what they are getting into as far as this strip because it concerns me and I'm sure now I'm concerned my son and daughter-in-law are concerned as well.

MR. LUCIA: I would suggest before you buy it, you'll get a copy of the agreement or the title search, get it and take a look at it and make sure it give you what you want.

MR. KONKOL: What I'm thinking more so along Dan's lines here. Everybody ought to get together here and find out who owns what as far as you have a right to use that.

MR. NUGENT: I own it, I own the other half.

MR. KONKOL: Are you paying taxes on it.

MR. NUGENT: Sure.

MR. KONKOL: That is what I'm a little bit vague on what share of taxes are you all paying on equal share or --

MR. J. BABCOCK: Well, yeah.

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MR. NUGENT: Them and us would be the only two that's paying taxes.

MR. KONKOL: Why shouldn't Windsor Counselling be paying taxes? Does Benninger come in off that road too?

MR. NUGENT: Yes. So does doctor --

MR. J. BABCOCK: I think we should see the agreement that was drawn up by Dan.

MR. NUGENT: This was an agreement I remember years back when Dr. Benninger put that addition on his house that he was supposed to get a maintenance agreement with the rest of the tenants on that road which he never did. And I believe that they told Windsor Counselling the same thing and they never did. Now, we had a meeting because I know I went to a meeting with them to determine if we can get a maintenance agreement but then it fell apart because it went to the lawsuit and it just fell apart. They have been ordered to blacktop that road which is interesting because they don't own any of it.

MR. LUCIA: As Mike pointed out because of the Article 78 this never went through traditional zoning and planning procedures for the Windsor Counselling. There was a settlement and the judge ordered that there be a certain result. They certainly didn't dot all the i's and cross all the t's by zoning and planning regulations.

MR. M. BABCOCK: If you remember the Zoning Board wanted to have a public hearing and then it went back to the Planning Board. The Planning Board said we want to have a public hearing. The judge ordered the Zoning Board of Appeals or the Planning Board to make a decision with or without by a certain date so it wasn't, it was an agreement by the judge to settle a lawsuit. So, they are going to upgrade the road but they still have no liability as far as maintenance of the road to my knowledge, unless there's an agreement that Dan is talking about that all these lots share, if that's there in it's in their deed, they would have to do that.

MR. J. BABCOCK: That is fine with us. We are

purchasing the property. We have no disagreement with that.

MR. KONKOL: As to this Board, would it be order that they get this straightened out before first before we even think about a variance?

MR. LUCIA: Certainly it's a relevant issue since it's been raised, if you have doubts about the way in which they can use that 20 feet and it might have bearing on whether you want to consider the 20 feet as part of the required 60 feet; Yes, I think you're entitled to look at the agreement.

MR. KONKOL: I think we ought to look at that first.

MR. J. BABCOCK: I don't want to hold up the purchase of the property over something that is going to take as Mike says not going to happen tomorrow and we don't want to lose out on the piece of property of maybe months and months of some sort of hearings and so on. If we could, I'd like to go ahead with the variance itself being it's two deeds, two separate deeds, gives us the right-of-way we only have 20 feet on 94 or Quassaick Avenue and we need a 40 foot variance. I'd like to move with that with the Board's permission.

MR. NUGENT: I agree.

MR. TORLEY: Set him up for a public hearing. But I agree, you really might want to look at the deed very carefully.

MR. LUCIA: I'm sure I have it. It may take a while but I can get it.

MR. J. BABCOCK: This was no mystery, we knew it was there. I wanted to bring it to light but I don't want --

MR. TORLEY: I don't want to hold you up, I want to make sure you don't get shafted.

MR. FENWICK: This lot is two lots and two tax lots and we are talking about the 20 foot frontage, okay, is there something somewhere that puts these two lots together? They are in fact one lot?

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MR. LUCIA: I really would have to look at the deed.

MR. J. BABCOCK: I have a copy of the deed. I had a copy of it. I asked the owner for a copy of it and he did give it to me.

MR. M. BABCOCK: Officially if they, once they take ownership if they file and I think Dan could probably explain it better, they file one new deed if that's the Board's wishes so that it would consolidate the two lots so it would be part of that lot so the 20 foot goes with it. I don't think there's any problem with that whatsoever.

MR. FENWICK: It's only a legal thing that I'm looking at, are we talking about 20 foot on this lot or no footage on the one lot in the back?

MR. LUCIA: Theoretically, the way to protect yourself is if you should go to grant the variance, you can make it contingent upon the fact that it only applies if the two lots are forever joined in title and if they are separated, the variance is --

MR. M. BABCOCK: Would a new deed be filed, Dan?

MR. LUCIA: If they are going to take it now, they might as well do a single perimeter.

MR. KONKOL: The only thing I'm thinking of, Jack, down the line you go to the bank and build and if something comes up --

MR. J. BABCOCK: Hopefully, of course, they're not financially able to build a home, they want to get the property first at such time I'm hoping we'll be able to straighten out all these other problems with the road and right-of-ways and those sorts of things. I'm sure the bank will require that as well.

MR. TORLEY: Want to make sure the bank will give you a mortgage on a private road.

MR. NUGENT: Gave me one.

MR. KONKOL: I make a motion that we set him up for a public hearing.

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MR. TORLEY: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Nugent	Aye
Mr. Tanner	Aye
Mr. Fenwick	Aye
Mr. Konkol	Aye

MR. LUCIA: I feel presumptuous telling you what the rules for a area variance are but when you come back, you need to prove something called practical difficulty and you have to do that by showing significant economic injury, how it is that the application of the ordinance to this particular lot caused you some significant economic injury. That is essentially dollars and cents proof and that is all the lands there is available and you have investigated the possibility of purchasing more and are denied there isn't to much you can do economically to relieve you injury and your suffering. That is the kind of proof you'll need when you come back. I'll try and find the copy of that agreement, if I can't, I would like to see a copy before the public hearing.

MR. J. BABCOCK: We did have a copy.

MR. LUCIA: We'd like to see Dr. Aufiero's deed and title policy or search, whatever you can come up with that for the record.

MR. J. BABCOCK: We had three or four more pictures either they fell under the seat of the car on the way in or whatever but we only had one so we do have them.

MR. FENWICK: Bring those at the public hearing.

MR. LUCIA: Fees have changed somewhat since you have been here.

MR. FENWICK: Remember how hard you fought to get rid of the expense so they cut it back so the mailing hardly costs anything at all. Wait until you hear this.

MR. LUCIA: The application fee is \$50 and there is now

February 10, 1991

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a deposit required for town consultant fees, publication posted, \$250 so you need two checks for the Town of New Windsor, one for \$50 and one for \$250 along with the application.

MR. FENWICK: We saved you a lot of money on mailing.

MR. J. BABCOCK: We still got to buy the list?

MR. FENWICK: That's right.

MR. TORLEY: At least it's on a deposit.

MR. J. BABCOCK: Thank you.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

53

February 24, 1992

Colleen Babcock
23 Myrtle Ave.
New Windsor, NY 12553

Re: Variance List 500 ft./ 19-4-57.1 & 103
Owner: Aufiero, George & George E.

Dear Mrs. Babcock:

According to our records, the attached list of property owners are within five hundred (500) ft. of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit balance of \$50.00 to the Town Clerk's Office.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/cad
Attachment
cc: Pat Barnhart

Drejza, Edward & Carol M.
174 Quassaick Ave.
New Windsor, NY 12553

Resnick, Herbert R. & Shirley C.
176 Quassaick Ave.
New Windsor, NY 12553

Mattaroccia, Anthony & Joan A.
11 Clintonwood Dr.
New Windsor, NY 12553

O'Leary, Dr. Arthur G. & Catherine
15 Clintonwood Dr.
New Windsor, NY 12553

Daiutolo, Harriet M.
c/o H. Buckner
21 Stonecrest Dr.
New Windsor, NY 12553

Trifilo, Robert J. & Patricia A.
47 Clintonwood Dr.
New Windsor, NY 12553

Feitler, David & Suzanna
49 Clintonwood Dr.
New Windsor, NY 12553

Bloomer, Frank & Stephanie L.
51 Clintonwood Dr.
New Windsor, NY 12553

Formato, James & Sharon
53 Clintonwood Dr.
New Windsor, NY 12553

Weisblatt, Phyllis
8 Doral Dr.
New Windsor, NY 12553

Parson, Reginald S. & Sandra L.
9 Doral Dr.
New Windsor, NY 12553

Edwards, Alphonso & Marie
10 Doral Dr.
New Windsor, NY 12553

Skipwith, Louise
11 Doral Dr.
New Windsor, NY 12553

Circhio, Vincent T. & Christine R.
180 Quassaick Ave.
New Windsor, NY 12553

Navarra, Rose C.
1 Doral Dr.
New Windsor, NY 12553

Bryant, Elouise & Morrison Alice Brunson
2 Doral Dr.
New Windsor, NY 12553

Tomashevski, Richard F. & Patricia A.
4 Doral Dr.
New Windsor, NY 12553

Moore, A. Catherine
c/o Mrs. Plumstead
6 Doral Dr.
New Windsor, NY 12553

Keeler, William F. & Eileen
192 Quassaick Ave.
New Windsor, NY 12553

Nugent, James E. Jr. & Kathleen J.
194 Quassaick Ave.
New Windsor, NY 12553

Belinsky, Sharon & Neil
d/b/a Windsor Counseling Group
194A Quassaick Ave.
New Windsor, NY 12553

Benninger, George W. & Barbara F.
188 Quassaick Ave.
New Windsor, NY 12553

Nogrady, Adam & Lisa V.
P.O. Box 4467
New Windsor, NY 12553

Congiglere, Lulu
196 Quassaick Ave.
New Windsor, NY 12553

Nugent & Roth Realty Corp.
434 Blooming Grove Tpke.
New Windsor, NY 12553

V.S.H. Realty Inc. VO834
777 Dedham St.
Canton, Mass. 02021

Glyttov, Evald & Ingrid
106 Union Ave.
New Windsor, NY 12553

Nugent, Michael J. & James E. Jr.
108 Union Ave.
New Windsor, NY 12553

Bloomer, Frank A. & McMurtrie, Stephanie L.
110 Union Ave.
New Windsor, NY 12553

Pacenza, Thomas J. & Carolyn
114 Union Ave.
New Windsor, NY 12553

The Church of St. Francis Asissi
145 Benkard Ave.
Newburgh, NY 12550

Camerino, Nicholas M. & Gloria V.
34 Clintonwood Dr.
New Windsor, NY 12553

City School District of Newburgh
98 Grand St.
Newburgh, NY 12550

Embler, Myron S. Jr. & Marion K.
191 Quassaick Ave.
New Windsor, NY 12553

Blair, John T. Jr. & Gail
193 Quassaick Ave.
New Windsor, NY 12553

Hough, Dean
195 Quassaick Ave.
New Windsor, NY 12553

Weightman, Albert D. & Alice E.
197 Quassaick Ave.
New Windsor, NY 12553

Pittman, James Mark & Vicky A.
8 Treehaven Lane
New Windsor, NY 12553

Ferraiolo, John & Antoinette
4 Treehaven Lane
New Windsor, NY 12553

Slavin, Hyman & Renee L.
69 Silver Spring Rd.
New Windsor, NY 12553

Papazian, Armen & Helen
67 Silver Spring Rd.
New Windsor, NY 12553

Couser, Vernon L. & Claudia
65 Silver Spring Rd.
New Windsor, NY 12553

Weber, Gertrude B.
1 Treehaven Lane
New Windsor, NY 12553

Janson, Michael
3 Treehaven Lane
New Windsor, NY 12553

Callan, Michael & Rosemarie
76 Union Ave.
New Windsor, NY 12553

Paratore, Salvador & Irene Maria
640 Corwin Ave.
Glendale, CA 91206

Poser, William F. & Virginia M.
P.O. Box 4437
New Windsor, NY 12553

Travis, Joseph A. & Mary F.
205 Quassaick Ave.
New Windsor, NY 12553

Fiore, Richard A. & Beth A.
Box 1150
Newburgh, NY 12550

Oniffrey, David G. & Catherine M.
25 Fernandez Dr.
New Windsor, NY 12553

Cioppa, Anthony & Magdalen C.
23 Fernandez Dr.
New Windsor, NY 12553

The Newburgh Woodlawn Cemetery Association
93 Union Ave.
New Windsor, NY 12553

Kostopoulos, Haralambos
c/o Chevron Auto Repair
Rt. 45 Eckerson Rd.
Spring Valley, NY 10977

Rec'd. ZBA - 2/20/92 (PAB)

DANIEL S. LUCIA
ATTORNEY-AT-LAW
343 TEMPLE HILL ROAD
NEW WINDSOR, NEW YORK 12553

TELEPHONE
(914) 561-7700
February 11, 1992

Mr. John T. Babcock
12 Blanche Avenue
New Windsor, New York 12553

Re: Aufiero/Babcock Application for
Street Frontage Variance
Town of New Windsor ZBA

Dear Jack:

In accordance with our discussion at last night's
ZBA meeting, I enclose herewith copies of the following:

Agreement between Patricia Caserto et al. and James E.
Nugent, Jr. and Kathleen J. Nugent, recorded in the
Orange County Clerk's Office on Jan. 21, 1982 in
Liber 2214 of Deeds at Page 867

Survey of Lands of the Estate of Florence Favino, portion
of Liber 1003 of Deeds, Page 30, to be Conveyed to
James E. Nugent, Jr. and Kathleen J. Nugent, Town of
New Windsor, Orange County, New York 1.880 Acres,
prepared June 1981 by A. Diachishin and Associates, P.C.

Please keep in mind that, at the time the above
agreement was prepared, Kathleen and Jim were my clients and
thus their interests were the only interests I was bound to
protect. I was not retained to, and did not attempt to,
formalize and establish the rights and obligations of everyone who
had the right to use the right of way. Thus, I would suggest that
you have your attorney review the enclosures, together with any
title report he may obtain on the subject lands.

Good luck with your application. If you have any
questions, please do not hesitate to call me.

Very truly yours,

Daniel S. Lucia

DSL:rmd
Enclosures
cc: Mr. and Mrs. James E. Nugent, Jr.
ZBA file
N177A021.192

Patricia Caserto, - Felicello Drive, Marlboro, New York
formerly known as

Patricia Favino, individually
and as surviving joint tenant
of, and as sole surviving
distributee and Administratrix
of, Florence Favino

Lulu Congiglere, as surviving - 196 Quassaick Avenue, New Windsor,
New York
tenant by the entirety of

Samuel S. Congiglere

Julianna Farina - 485 Weber Avenue, Louiston, Maine

Robert Pisacona - Stonecrest Drive, New Windsor, New York

Mildred Nugent, as surviving - 192 Quassaick Avenue, New Windsor,
New York
tenant by the entirety of

James E. Nugent, also known as,
Mildred Ann Nugent

George W. Benniger and - 133 Quassaick Avenue, New Windsor, New York

Barbara F. Benniger, his wife

William F. Keeler and - Quassaick Avenue, New Windsor, New York

Eileen Keeler, his wife,

hereinafter designated as

the parties of the first part

with

James E. Nugent, Jr. and - 13 St. Joseph's Place, New Windsor, New York

Kathleen J. Nugent, his wife,

hereinafter designated as the

parties of the second part

WHEREAS, the parties of the first part are the
present owners of properties which are adjacent to a right-of-
way, approximately 40 feet in width, which leads onto Quassaick

and as surviving joint tenant
of, and as sole surviving
distributee and Administratrix
of, Florence Favino

Lulu Congiglere, as surviving - 196 Quassaick Avenue, New Windsor,
New York
tenant by the entirety of

Samuel S. Congiglere

Julianna Farina - 485 Weber Avenue, Louiston, Maine

Robert Pisacona - Stonecrest Drive, New Windsor, New York

Mildred Nugent, as surviving - 192 Quassaick Avenue, New Windsor,
New York
tenant by the entirety of

James E. Nugent, also known as,

Mildred Ann Nugent

George W. Benniger and - 198 Quassaick Avenue, New Windsor, New York

Barbara F. Benniger, his wife

William F. Keeler and - Quassaick Avenue, New Windsor, New York

Eileen Keeler, his wife,

hereinafter designated as

the parties of the first part

with

James E. Nugent, Jr. and - 13 St. Joseph's Place, New Windsor, New York

Kathleen J. Nugent, his wife,

hereinafter designated as the

parties of the second part

WHEREAS, the parties of the first part are the
present owners of properties which are adjacent to a right-of-
way, approximately 40 feet in width, which leads onto Quassaick
Avenue in the Town of New Windsor, Orange County, New York, a
portion of which is described in a certain survey prepared in
June of 1981 by A. Diachishin and Associates, P.C., Consulting

Engineers and Land Surveyors, as rights-of-way A, B, C, D & E, which survey is entitled "Survey of Lands of the Estate of Florence Favino, Portion of Liber 1003 of Deeds, Page 30, To Be Conveyed to James E. Nugent, Jr. and Kathleen J. Nugent, Town of New Windsor, Orange County, New York 1.880 Acres", and which survey was filed in the Orange County Clerk's Office as Map No. 5632 on July 7th, 1981.

WHEREAS, the parties of the second part heretofore or hereafter may acquire title to one or more premises which are served by all or portions of the said rights-of-way, and

WHEREAS, the parties of the second part desire for their benefit and for the benefit of their heirs, distributees, lessees, successors and assigns to unambiguously state of record the extent of said rights in said rights-of-way.

NOW, therefore the parties agree as follows:

W I T N E S S E T H :

That the parties of the first part in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, lawful money of the United States of America to them in hand paid by the parties of the second part, do hereby grant unto the parties of the second part, their heirs, distributees, lessees, successors, and assigns a right-of-way and easement in common with others for purposes of ingress to and egress from the premises described as a 1.880 acre parcel referred to in the above said Map No. 5632, and referred to thereon as rights-of-way A, B, C, and D, as well as to and from any other premises to which the parties of the second part may heretofore or hereafter acquire title which are served by all or portions of the said rights-of-way.

In addition, the parties of the second part shall be granted an easement over, under and through the said rights-of-way for purposes of installing and maintaining a drive-way and

Florence Favino, Portion of Liber 1003 of Deeds, Page 30, To Be Conveyed to James E. Nugent, Jr. and Kathleen J. Nugent, Town of New Windsor, Orange County, New York 1.880 Acres", and which survey was filed in the Orange County Clerk's Office as Map No. 5632 on July 7th, 1981.

WHEREAS, the parties of the second part heretofore or hereafter may acquire title to one or more premises which are served by all or portions of the said rights-of-way, and

WHEREAS, the parties of the second part desire for their benefit and for the benefit of their heirs, distributees, lessees, successors and assigns to unambiguously state of record the extent of said rights in said rights-of-way.

NOW, therefore the parties agree as follows:

W I T N E S S E T H :

That the parties of the first part in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, lawful money of the United States of America to them in hand paid by the parties of the second part, do hereby grant unto the parties of the second part, their heirs, distributees, lessees, successors, and assigns a right-of-way and easement in common with others for purposes of ingress to and egress from the premises described as a 1.880 acre parcel referred to in the above said Map No. 5632, and referred to thereon as rights-of-way A, B, C, and D, as well as to and from any other premises to which the parties of the second part may heretofore or hereafter acquire title which are served by all or portions of the said rights-of-way.

In addition, the parties of the second part shall be granted an easement over, under and through the said rights-of-way for purposes of installing and maintaining a drive-way and installing and maintaining utilities, including but not limited to drainage, water, sewer, gas mains and pipes, telephone, .

electric power lines and poles, and any other public utility for improvement purposes.

The parties of the second part as further consideration of the foregoing, do hereby grant onto the parties of the first part and their heirs, distributees, lessees, successors and assigns, who may have an interest in all or any portion of the right-of-way E as shown on said Map No. 5632 any corresponding rights in said right-of-way E, so that the parties of the first part shall have the benefit of the same rights in right-of-way E that the parties of the second part have in rights-of-way A, B, C and D.

This agreement shall run with the land and shall apply to and bind all of the parties hereto, and their heirs, distributees, lessees, successors and assigns and in addition shall run in favor of all parties who in the future may acquire title to all or portions of the lands to which the parties of the second part heretofore and hereafter acquire title which are served by all or portions of the said rights-of-way.

Patricia Caserto

Patricia Caserto
LULU CONGIGLIERE

BY: *Juliana Farina* P.O. A.
Lulu Congigliere ATTORNEY
IN FACT

Juliana Farina
Juliana Farina

Robert Pisacona
Robert Pisacona

Mildred Nugent
Mildred Nugent

G. W. Benniger
George W. Benniger

Barbara F. Benniger
Barbara F. Benniger

James E. Nugent, Jr.
James E. Nugent, Jr.

Kathleen D. Nugent
Kathleen D. Nugent

The parties of the second part as further consideration of the foregoing, do hereby grant onto the parties of the first part and their heirs, distributees, lessees, successors and assigns, who may have an interest in all or any portion of the right-of-way E as shown on said Map No. 5632 any corresponding rights in said right-of-way E, so that the parties of the first part shall have the benefit of the same rights in right-of-way E that the parties of the second part have in rights-of-way A, B, C and D.

This agreement shall run with the land and shall apply to and bind all of the parties hereto, and their heirs, distributees, lessees, successors and assigns and in addition shall run in favor of all parties who in the future may acquire title to all or portions of the lands to which the parties of the second part heretofore and hereafter acquire title which are served by all or portions of the said rights-of-way.

Patricia Caserto

Patricia Caserto
LULU CONGIGLERE

by *Juliana Farina P.O. Atty.*
Juliana Farina
Lulu Congiglere ATTORNEY IN FACT

Juliana Farina
Juliana Farina

Robert Pisacona
Robert Pisacona

Mildred Nugent
Mildred Nugent

G. W. Benniger
George W. Benniger

Barbara F. Benniger
Barbara F. Benniger

William F. Keeler
William F. Keeler

Eileen Keeler
Eileen Keeler

James E. Nugent, Jr.
James E. Nugent, Jr.

Kathleen J. Nugent
Kathleen J. Nugent

BER 2214 pg 870

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 2nd day of October, 1981, before me personally came George W. Benniger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed same.

Charlotte H. Daily
NOTARY PUBLIC

CHARLOTTE DAILY
Notary Public, State of New York
No. 4717959
Qualified in Orange County
Term Expires March 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 2nd day of October, 1981, before me personally came Barbara F. Benniger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Charlotte H. Daily
NOTARY PUBLIC

CHARLOTTE DAILY
Notary Public, State of New York
No. 4717959
Qualified in Orange County
Term Expires March 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 9th day of October, 1981, before me personally came William F. Keeler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed same.

Ruthann Baker
NOTARY PUBLIC

RUTHANN BAKER
Notary Public, State of New York
#0124450004
Residing in Orange County
My commission expires Mar. 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 9th day of October, 1981, before me personally came Eileen Keeler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Ruthann Baker
NOTARY PUBLIC

RUTHANN BAKER
Notary Public, State of New York
#0124450004
Residing in Orange County
My commission expires Mar. 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

LIBER 2214 PG 871

On the 2nd day of October, 1981, before me personally came George W. Benniger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed same.

Charlotte Daily
NOTARY PUBLIC

CHARLOTTE DAILY
Notary Public, State of New York
No. 4717959
Qualified in Orange County
Term Expires March 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 2nd day of October, 1981, before me personally came Barbara F. Benniger, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Charlotte Daily
NOTARY PUBLIC

CHARLOTTE DAILY
Notary Public, State of New York
No. 4717959
Qualified in Orange County
Term Expires March 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 9th day of October, 1981, before me personally came William F. Keeler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed same.

Ruthann Baker
NOTARY PUBLIC

RUTHANN BAKER
Notary Public, State of New York
#0124450304
Residing in Orange County
My commission expires Mar. 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 9th day of October, 1981, before me personally came Eileen Keeler, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Ruthann Baker
NOTARY PUBLIC

RUTHANN BAKER
Notary Public, State of New York
#0124450304
Residing in Orange County
My commission expires Mar. 30, 1982

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the 29th day of September, 1981, before me personally came James E. Nugent, Jr., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed same.

Susan S. Kissel
NOTARY PUBLIC

SUSAN S. KISSEL
Notary Public, State of New York
Appointed in Orange County
Commission Expires March 30, 1982

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the 29th day of September, 1981, before me personally came Kathleen J. Nugent, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Susan S. Kissel
NOTARY PUBLIC

SUSAN S. KISSEL
Notary Public, State of New York
Appointed in Orange County
Commission Expires March 30, 1982

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the 5th day of December, 1981, before me personally came Julianna Farina, to me personally known to be the person described and appointed attorney in fact in and by a certain power of attorney executed by Lulu Congiglere, dated April 4, 1977, and recorded in the Office of the Clerk of Orange County on the 20th day of June, 1979 in Liber 2134 of Deeds at page 302, and acknowledged to me that she had executed the foregoing instrument as the act of the said Lulu Congiglere.

Albert P. Pacione Jr.
NOTARY PUBLIC

ALBERT P. PACIONE JR.
Notary Public, State of New York
Qualified in Orange County
My Commission Expires Mar. 30, 1983

PLEASE RECORD AND RETURN TO:

DANIEL S. LUCIA, ESQ.
Temple Hill Road
R. D. #2
New Windsor, New York 12550

Kathleen J. Nugent, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed same.

Susan S. Kisse
NOTARY PUBLIC

SUSAN S. KISSEL
Notary Public, State of New York
Appointed in Orange County 82
Commission Expires March 30, 1982

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the 5th day of December, 1981, before me personally came Julianna Farina, to me personally known to be the person described and appointed attorney in fact in and by a certain power of attorney executed by Lulu Congiglere, dated April 4, 1977, and recorded in the Office of the Clerk of Orange County on the 20th day of June, 1979 in Liber 2134 of Deeds at page 302, and acknowledged to me that she had executed the foregoing instrument as the act of the said Lulu Congiglere.

Albert P. Pacione Jr.
NOTARY PUBLIC

ALBERT P. PACIONE JR.
Notary Public, State of New York
Qualified in Orange County 83
My Commission Expires Mar. 30, 1982

PLEASE RECORD AND RETURN TO:

DANIEL S. LUCIA, ESQ.
Temple Hill Road
R. D. #2
New Windsor, New York 12550

INKELSTEIN, MAURIELLO,
WPLAN AND LEVINE, P.C.
COUNSELLORS AT LAW
184 LIBERTY STREET
NEWBURGH, NEW YORK 12550

LIBER 2214 PG 871

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

On the ^{10th} day of September, 1981, before me personally came Patricia Caserto, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Michael O. Gittelsohn
 NOTARY PUBLIC

MICHAEL O. GITTELSON
 Notary Public, State of New York
 Residing in Orange County
 Commission Expires March 30, 1983
 Reg. No. 02G11444635

~~STATE OF NEW YORK)~~
~~) SS.:~~
~~COUNTY OF ORANGE)~~

On the ^{5th} day of ~~September~~ ^{December}, 1981, before me personally came Lulu Congiglere, ~~to me known to be the individual described~~ ^{by JULIANN FARINA} in and who executed the foregoing instrument, and acknowledged that she executed the same.

Albert P. Pacione Jr.
 NOTARY PUBLIC

ALBERT P. PACIONE JR.
 Notary Public, State of New York
 Qualified in Orange County
 My Commission Expires Mar. 30, 1983

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

On the ^{5th} day of ~~September~~ ^{December}, 1981, before me personally came Julianna Farina, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Albert P. Pacione Jr.
 NOTARY PUBLIC

ALBERT P. PACIONE JR.
 Notary Public, State of New York
 Qualified in Orange County
 My Commission Expires Mar. 30, 1983

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

On the ^{6th} day of ~~October~~ ^{October}, 1981, before me personally came Robert Pisacona, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Susan S. Kissel
 NOTARY PUBLIC

SUSAN S. KISSEL
 Notary Public, State of New York
 Appointed in Orange County
 Commission Expires March 30, 1982

STATE OF NEW YORK)
) SS.:
 COUNTY OF ORANGE)

On the ^{6th} day of ~~October~~ ^{October}, 1981, before me personally came Mildred Nugent, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

On the 5th day of September, 1981, before me personally came Patricia Caserto, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Michael O. Gittelsohn
NOTARY PUBLIC

MICHAEL O. GITTELSON
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1983
Reg. No. 02G11444635

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

On the 5th day of December, 1981, before me personally came Lulu Congiglere, ^{aka JULIANNA FARINA} to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Albert P. Pacione Jr.
NOTARY PUBLIC

ALBERT P. PACIONE JR.
Notary Public, State of New York
Qualified in Orange County
My Commission Expires Mar. 30, 1983

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

On the 5th day of December, 1981, before me personally came Julianna Farina, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Albert P. Pacione Jr.
NOTARY PUBLIC

ALBERT P. PACIONE JR.
Notary Public, State of New York
Qualified in Orange County
My Commission Expires Mar. 30, 1983

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

On the 6th day of October, 1981, before me personally came Robert Pisacona, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Susan S. Kissel
NOTARY PUBLIC

SUSAN S. KISSEL
Notary Public, State of New York
Appointed in Orange County
Commission Expires March 30, 1982

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

On the 6th day of October, 1981, before me personally came Mildred Nugent, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Susan S. Kissel
NOTARY PUBLIC

SUSAN S. KISSEL
Notary Public, State of New York
Appointed in Orange County
Commission Expires March 30, 1982

873

Daniel County Clerk's Office
Recorded on the 24th day
of April 1982
Book 2314 at page 867
Examined

Martin S. Murphy
Clerk

John Daniel S. Lucas Esq.
Simple Hill Rd
Box #2
Ham Windsor, N.Y.

Finkelstein 22 25

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**